

Liability Waiver & Terms and Conditions • Main Event Beach Service LLC

Stickman Beach Service LLC • (DBA Main Event Beach Service) • Phone: 251-504-3619

Renters must be 19 years of age and have a valid picture ID. If you are between the age of 16-18 with a valid physical copy of a US drivers license, you may drive the jet ski. Parent or guardian must sign liability waiver. Everyone planning to ride on a jet ski must be present at check in to sign liability waivers.

Please select: ☐ Renter / ☐ Rider

Name: _____ Phone #: _____

Rental Date(s): From _____ To _____

Number of Skis Rented: _____

1) Ski ID#: _____ 2) Ski ID#: _____

3) Ski ID#: _____ 4) Ski ID#: _____

Name of Rider #1) _____

Name of Rider # 2) _____

Name of Rider # 3) _____

Emergency Contact Information: (Someone NOT on the vessel)

Contacts Name: _____ Contacts Phone #: _____

I hereby agree to rent the above listed vessel(s) described herein at the rate provided by Stickman Beach Service LLC (DBA Main Event Beach Service). I further agree to return said equipment in the same condition as when rented. I agree to pay for all equipment broken or lost or any damage done whatsoever to the rental equipment pursuant to, but not limited by the Repair Chart shown below. I hereby authorize Stickman Beach Service LLC (DBA Main Event Beach Service) to charge the card used to pay for rental for the amount of any damages. I rent this vessel(s) entirely at my own risk and assume all responsibilities for all performance while it is under lease to me. I agree to put no other person aboard except those who have rented this equipment and the passengers listed above. I will not put aboard any equipment that will exceed the maximum weight load of the boat. Any and all claims arising as a result of incidents involving said rented equipment are the sole responsibility of the undersigned during the rental period and the renter will hold harmless Stickman Beach Service LLC (DBA Main Event Beach Service), its successors, assigns, executors, administrators, predecessors, legal representatives, parents, affiliates, subsidiaries, divisions, related entities, associates, representatives, principals, agents, servants, employees, attorneys, accountants, insurers, shareholders, partners, officers and directors, of and from any and all claims, demands, causes of action, indebtedness and obligations arising from such claims. Any and all damage will be paid for immediately at the termination of the rental period. If the rental vessel is stuck, the renter will pay a recovery fee of up to \$300.00 plus the cost of repairs. Renter will be subject to a cleaning fee of up to \$50 if the vessel is returned in an unclean fashion, Stickman Beach Service LLC (DBA Main Event Beach Service) reserves the right to order the vessel back into dock anytime due to reckless or hazardous handling. Renter agrees that he/she is of sound mind and shall comply with all federal, state, and local laws and ordinances in the operation of the rented vessel. No refunds or rain checks once you leave the dock. Renter's credit card will be held and will be used for all damages and incidentals.

Damages/Incidentals Minimum Cost (includes, but, not limited to):

Sunk PWC: \$10,000.00

Broken Fiberglass: \$500.00

Rear View Mirror(EACH): \$100.00

Rear Bumper(EACH): \$100.00

Front Nose Bumper: \$150.00

Fuel Cap: \$75.00

Rub Rail: \$175.00

Leaving Boundaries: \$500.00

Seats: \$300.00

Fire Extinguisher: \$50.00

Life Box: \$50.00

Dock Line: \$25.00

Towing/Retrieval: \$300.00

Sand in Impeller: \$300.00

Rolled Ski: Up to \$300.00

Lost/Broken Kill Switch/Lanyard: \$50.00

Top Compartment Lid/Interior Box: \$125.00

MARKEL MARINE INSURANCE • PARTICIPANT CHECK-OUT ACKNOWLEDGEMENT

Rental company name: Stickman Beach Service (DBA Main Event Beach Service)

PERSONAL WATERCRAFT (PWC) INFORMATION:

1. Dangers of water being forced into body cavities from the jet thrust nozzle-wetsuit or wetsuit bottoms recommended.
2. Never apply throttle if any participants are in the water near the PWC.
3. Dangers of loose items (i.e. clothing, hair, stones, etc.) being sucked into the jet drive intake.
4. A life jacket must always be worn with kill switch lanyard attached.
5. Horseplay is never allowed-no spraying or splashing others; no wake or wave jumping.
6. Stopping the engine will not stop forward motion.
7. Steering control is lost when the throttle is released, or when the engine is shut off.
8. How to respond to a capsized PWC.
9. No Wake Zones and No Motor Zones.
10. Locate the Life Box. Contents include: air horn or whistle, flairs or smoke signals, fire extinguisher, boat's registration, local map, and phone number.
11. Review the operation and maneuvering of forward and reverse gears.
12. NO BEACHING THE PWC. The PWC should be operated in AT LEAST 2ft of water at all times.
13. Be aware of the currents, especially entering and leaving starting point.
14. No passing under bridges. Be aware of your boundaries, our waverunners are NEVER to be taken into the gulf. (\$500 fine) Renter(s) must stay in Little Lagoon, Gulf Shore, Alabama.

I AGREE AND UNDERSTAND:

1. I have received sufficient instruction and training, including, but not limited to, the pertinent areas listed above. I am prepared to safely operate the PWC.
2. All participants must complete and sign all rental forms; there are to be no additional participants after the checkout procedure is completed.
3. Operation of the PWC is not allowed by anyone that is under the influence of any legal or illegal drugs or alcohol.
4. No PWC operation from dusk to dawn.
5. In addition to the terms noted above, I have been given an opportunity to ask any additional questions regarding the operation of the rented PWC.
6. I have been provided emergency contact information.
7. PWC must be docked by the specified arrival time. If you are late you will be assessed a late fee (\$5 per minute).
8. Be aware of other vessels around you. Stay at least 6 feet away from all other vessels, including jet skis in your group. Do not cut in front of other boats or operate in a careless manner. Observe all boating and local laws; tickets start at \$600.00.
9. DO NOT OPERATE rental equipment in an incapacitated (drunk) state. Legal Blood Alcohol level (breathalyzer) is 0.02 in Alabama.
10. I have reviewed all pre-existing issues or damages with a dockhand and I agree to return this vessel in the same condition.
11. I understand this vessel has a 550lb maximum weight limit/3 rider max and I will not exceed this.
12. All operation and safety procedures have been explained to me. I understand all operating and safety procedures. I also understand that I will be accountable for any and all damages to the PWC or loss of equipment while under my operation.

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. **DISCLAIMER**-This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Stickman Beach Service (DBA Main Event Beach Service) (For purposes of this Waiver and Release, the term "Rental Company" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Stickman Beach Service (DBA Main Event Beach Service) .If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Rental Company. Initials:

II. **ACKNOWLEDGMENT OF RISKS** -The undersigned hereby acknowledges that some, but not all of the risks of participating in water sport activities include:

- 1) Changing water flow, tides, currents, wave action and ships' wakes;
- 2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects;

- 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, drowning and/or death;
- 4) Attack by or encounter with insects and marine life forms, including, but not limited to sharks and/or sting rays;
- 5) Equipment failure or operator error;
- 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions;
- 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature,
- 8) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration. Further, the undersigned understands that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death. Initials:

III. EXPRESS ASSUMPTION OF RISK- The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Rental Company at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk of injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Rental Company. Initials:

IV. WAIVER/RELEASE OF LIABILITY-By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Rental Company from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Rental Company shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY RENTAL COMPANY, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Rental Company. Initials:

V. LIABILITY TO THIRD PARTIES-The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Company for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company, even if such damages arise out of the negligence or fault of Rental Company. Initials:

VI. ACKNOWLEDGMENT OF WAIVER AND RELEASE-The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Rental Company with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rental Company for Rental Company's negligence. Initials:

JET SKI SAFETY CHECKLIST

1. Each driver must initial each item once the dockhand reviews them.
2. No Wake Zones and No Motor Zones.
3. Locate the Life Box-Contents include: air horn or whistle, flairs or smoke signals, fire extinguisher, boat's registration, local map, and Main Event phone number.
4. Review the operation and maneuvering of forward and reverse gears.
5. NO BEACHING THE JET SKI. The jet ski should be operated in AT LEAST 2ft of water at all times.
6. Be aware of the currents, especially entering and leaving the starting point
7. No leaving Little Lagoon or going under bridges. Be aware of your boundaries, our jet skis are NEVER to be taken into the gulf. (\$500 fine)
8. PWC must be docked by the specified arrival time. If you are late you will be assessed a late fee (\$5 per minute).
9. Operators must wear the kill switch lanyard attached to the life vest at all times.
10. Review all pre-existing issues or damages with a dockhand and I agree to return this vessel in the same condition.
11. This vessel has a 550 LB maximum weight limit/3 riders max.

RENTAL AGREEMENT TERMS AND CONDITIONS

*RESERVATION CANCELLATION POLICY: We require fourteen (14) days prior to your arrival date in order to issue a refund.

HURRICANE POLICY: In the event of a MANDATORY EVACUATION ORDER, a pro-rated refund will be issued to you based on the amount of time remaining on your rental.

MAINEVENTBEACHSERVICE.COM, ALONG WITH ITS EMPLOYEES AND SUBCONTRACTORS ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO THE INTERIOR OR EXTERIOR OF YOUR VEHICLE DURING LOADING, UNLOADING, OR TRANSPORTING YOUR RENTAL EQUIPMENT.

NO REFUNDS DUE TO WEATHER CONDITIONS, SEAWEED, JELLYFISH, EARLY DEPARTURE, ETC...

ALL EQUIPMENT IS USED AT LESSEE'S RISK. The Lessee acknowledges that Lessee has inspected the equipment and has determined that equipment is in good condition and suitable for the purpose which it has been leased. The Lessee shall only use the property in the manner for which it is designed and intended to be used. Lessee recognizes that the property is being received AS IS and WITH ALL FAULTS.

LESSOR MAKES NO REPRESENTATIONS, PROMISES, OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, CONCERNING THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTY CONCERNING THE MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. LESSOR EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE.

Lessee assumes all responsibility for equipment while out of possession of Lessor and promises to return such equipment to the Lessor in as good condition as it was at the effective date of the lease, natural wear from responsible use expected. Lessee shall be liable for any loss, theft or damage of leased property. All equipment lost or damaged beyond repair will be paid by the Lessee at regular replacement price. All damaged equipment which can be repaired, will be paid by the Lessor, on return thereof and the cost for such repairs shall be paid by the Lessee. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost equipment. Scheduled rental rates begin when the equipment leaves our store and continues until returned. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, or proceedings (including all costs, expenses and attorney fees) related to or arising out of Lessor's use or possession of equipment. This equipment shall be used by the Lessee only.

This writing contains and constitutes the entire agreement between the parties. This lease agreement can only be modified by written agreement signed by both Lessor and Lessee. The Lessee represents that Lessee is at least eighteen (18) years of age and under no disability which will prevent Lessee from entering into this agreement.

Lessee agrees not to part with or assign this lease or the equipment without the written consent of Lessor.

I hereby acknowledge that I have read and understand this Liability Waiver and the Terms and Conditions and agree to all aspects of this contract. I also affirm that I have received instruction and training on the operation and safety procedures for the Personal Watercraft (PWC) rented.

Renter's Name: _____

Renter's Signature: _____

Renter Address: _____

Date: _____ **Time:** _____

1) Operator/Passenger: _____

2) Operator/Passenger: _____

3) Operator/Passenger: _____

WITNESS NAME: _____

WITNESS SIGNATURE: _____